KANSAS CORPORATION COMMISSION ORIGINAL OIL & GAS CONSERVATION DIVISION WELL COMP. TO THE COMMISSION

September 1999 Form Must Be Typed

KCC WICHITA

WELL COMPLETION FORM WELL HISTORY - DESCRIPTION OF WELL & LEASE

Operator: License # 33401	API No. 15 - 163-23533-00-00
Name: ERNST OIL COMPANY	County: ROOKS
Address: 1234 WALKER AVE	E2 _E2 Sec. 33 Twp. 9 S. R. 16 East
City/State/Zip: WALKER KS 67674	2640 feet from S N (circle one) Line of Section
Purchaser:	660 feet from (E) W (circle one) Line of Section
Operator Contact Person: FRED ERNST	Footages Calculated from Nearest Outside Section Corner:
Phone: (_785) _735-2588	(circle one) NE SE NW SW
Contractor: Name: ANDERSON DRILLING	Lease Name: PLANTE Well #: 1
License: 33237	Field Name: WILDCAT
Wellsite Geologist: PAT BALTHAZOR	Producing Formation:
Designate Type of Completion:	Elevation: Ground: 2062 Kelly Bushing:
New Well Re-Entry Workover	Total Depth: 3576 Plug Back Total Depth:
Oil SWDTemp. Abd.	Amount of Surface Pipe Set and Cemented at 211' @ 216' Feet
Gas ENHR SIGW	Multiple Stage Cementing Collar Used?
Dry Other (Core, WSW, Expl., Cathodic, etc)	If yes, show depth setFeet
If Workover/Re-entry: Old Well Info as follows:	If Alternate II completion, cement circulated from
Operator:	
Well Name:	PA - DIG - 11-24-08
Original Comp. Date: Original Total Depth:	Drilling Fluid Management Plan (Data must be collected from the Reserve Pit)
Deepening Re-perf Conv. to Enhr./SWD	Chloride content ppm Fluid volume bbls
Plug Back Plug Back Total Depth	Dewatering method used
Commingled Docket No.	
Dual Completion Docket No	Location of fluid disposal if hauled offsite:
Other (SWD or Enhr.?) Docket No	Operator Name:
06-03-06 06-09-06 06-06-06	Lease Name: License No.:
Spud Date or Date Reached TD Completion Date or	Quarter Sec TwpS. R
Recompletion Date Recompletion Date	County: Docket No.:
# \ \$	
Kansas 67202, within 120 days of the spud date, recompletion, workove Information of side two of this form will be held confidential for a period of 1	the Kansas Corporation Commission, 130 S. Market - Room 2078, Wichita, or or conversion of a well. Rule 82-3-130, 82-3-106 and 82-3-107 apply. 2 months if requested in writing and submitted with the form (see rule 82-3-and geologist well report shall be attached with this form. ALL CEMENTING. Submit CP-111 form with all temporarily abandoned wells.
All requirements of the statutes, rules and regulations promulgated to regula herein are complete and correct to the best of my knowledge.	te the oil and gas industry have been fully complied with and the statements
Signature:	KCC Office Use ONLY
Title: Owner Date: 9-12-76	Letter of Confidentiality Received
	If Denied, Yes Date:
Subscribed and sworn to before me this 1311 day of September	Wireline Log Received
20 <u>06</u> .	Geologist Report Received RECEIVED
Notary Public: Jaluta Mules	
No. 3	UIC Distribution SEP 1 8 2006

LIZBETH THIELEN State of Kansas My Appt. Exp. // -3 &

Side Two

	INST OIL COM			L	ease Name	PLANTE	·	Well #: <u>1</u>	. *	
Sec. 33 Twp. 5	S. R. 16	[]E	ast 🗸 Wes		ounty: RO					
INSTRUCTIONS: S tested, time tool ope temperature, fluid red Electric Wireline Log	covery, and flow ra	ates if gas	to surface te	st. along v	vith final ch					
Drill Stem Tests Take		V	Yes No	·		Log Forma	ition (Top), Depth	and Datum	Sa	mple
Samples Sent to Geo	ological Survey		Yes No)	Nar	ne		Тор	Da	itum
Cores Taken Electric Log Run (Submit Copy) ist All E. Logs Run:			Yes ☑ No Yes ☐ No							
•			040	10.000						
		Rep		NG RECOF		ew Used ermediate, produc	ation, etc.			
Purpose of String	Size Hole Drilled	s	ize Casing et (In O.D.)		Weight bs. / Ft.	Setting Depth	Type of Cement	# Sacks Used	Type and Addit	
SURFACE	12 1/4"	8 5/8"				216	СОМ	150	3% CC; 2	
	<u> </u>		-							
			ADDITION	AL CEMEN	TING / COL					
Purpose: Perforate Protect Casing Plug Back TD Plug Off Zone	Depth Top Bottom	Тур	e of Cement		cks Used	EEZE RECORD		Percent Additives	5	
Shots Per Foot	PERFORAT Specify	ION RECOR	RD - Bridge Pl Each Interval P	ugs Set/Ty erforated	ре	Acid, Frac	cture, Shot, Cemen	t Squeeze Recor		Depth
JBING RECORD	Size	Set At		Packer	r At	Liner Run	Yes No			
ite of First, Resumerd P	roduction, SWD or E	nhr.	Producing Me	thod	Flowing					
	Oil	Bbls.	Gas	Mcf	Water	Pumping Bbl		Other as-Oil Ratio	(Explain)	avity
timated Production Per 24 Hours		Į.		1						- 1
Per 24 Hours	METHODOSO	OMPLETIO	M							
	METHOD OF C	OMPLETIO	N Open Hole	Pe	_	Production Interva	Commingled			EIVE 8 200

ALLIED CEMENTING CO., INC. 24314

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665	SERVICE POINT:			
	- Kassell			
DATE 6-3-06 SEC. TWP. RANGE	CALLED OUT ON LOCATION JOB START JOB FINISH			
LEASE PLANTE WELL# LOCATION NOT	SOM A W-TO RD 28 KOOKS KANSAS			
OLD OR NEW (Circle one)	2 N YOW INTO			
CONTRACTOR A & A Rig # 1 TYPE OF JOB SURFACE	OWNER			
HOLE SIZE 12 T.D. 2	CEMENT			
CASING SIZE 858 New DEPTH 221	AMOUNT ORDERED 150 SK Come			
TUBING SIZE 23 DEPTH	23 Ge L			
DRILL PIPE DEPTH	3%ee			
TOOL DEPTH				
PRES. MAX MINIMUM	COMMON@			
MEAS. LINE SHOE JOINT	POZMÍX @			
CEMENT LEFT IN CSG. 15 PERFS.	GEL @			
DISPLACEMENT 13 V& BBL	CHLORIDE@ ASC @			
	<u> </u>			
EQUIPMENT	@ RECEIVED			
AND TRAVEL OF MENTERS OF A				
PUMP TRUCK CEMENTER PUMP TRUCK CEMENTER OF ORDER	——————————————————————————————————————			
# 398 HELPER Coay - Oddy	&CC WICHTA			
#378 DRIVER	@@			
BULK TRUCK	@			
# DRIVER				
	MILEAGE 37 Ton Milese			
REMARKS:	TOTAL			
	, TOTAL			
	SERVICE			
ement	·			
	DEPTH OF JOB			
CARCOLATED	PUMP TRUCK CHARGE			
	EXTRA FOOTAGE @			
	MILEAGE37 @			
- Sugaran	MANIFOLD @			
_				
CHARGE TO: ERAST OIL	@			
CHARGE TO: LANS	TOTAL			
STREET	TOTAL			
CITYSTATEZIP				
	PLUG & FLOAT EQUIPMENT			
	8-98 Wooden Phong			
To Allied Cementing Co., Inc.				
You are hereby requested to rent cementing equipment	@			
and furnish cementer and helper to assist owner or				
contractor to do work as is listed. The above work was	mom + I			
done to satisfaction and supervision of owner agent or	TOTAL			
contractor. I have read & understand the "TERMS AND	†AX			
CONDITIONS" listed on the reverse side.				
and a maximum and a	TOTAL CHARGE			
	DISCOUNT IF PAID IN 30 DAYS			
SIGNATURE				
	PRINTED NAME			

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

- —TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation.
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
- —SERVICE CONDITIONS AND LIABILITIES: I. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.
- WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
 - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.

ALLIED CEMENTING CO., INC. 24278

REMIT TO P.O. BOX 31 RUSSELL, KANSAS 67665

SERVICE POINT

	Torso Irr	33.775	D. ANYON	12:00 20:-			1
DATE 10/8/010	SEC. T	WP.	RANGE	CALLED OUT	ON LOCATION	JOB START	JOB FINISH
LEASE PENUTE				10mA 411 10	_	GOUNTY	STATE
OLDOR NEW (Ci	rcle one)			IN WIN			
CONTRACTOR	Λ. Λ			OWNER			
TYPE OF JOB) Infa		OWNER		·	
HOLE SIZE 2			23523-	CEMENT			
CASING SIZE	<u>~3</u>	DEP			DERED 2	nlalun 100	. 151
TUBING SIZE		DEP			RDERED	Yud El	CALL
DRILL PIPE		DEP				4 4 7 712	
TOOL		DEP					
PRES. MAX				COMMON		@	
PRES. MAX MINIMUM MEAS. LINE SHOE JOINT							
CEMENT LEFT IN	LCSG	5110	2,0111	OTT			
PERFS.						@	
DISPLACEMENT				_ ASC		@	
	EOIUD	NATIONITE					
,	EQUIP	MENI					
		<u> </u>					
_	CEMENTER	*					
	HELPER	Carda	4			_ ~	
BULK TRUCK							
	DRIVER	Doenes					
BULK TRUCK				····			
# 1	DRIVER			— HANDLING		@	
				MILEAGE			
	REMA	RKS.				TOTAL	-
	TESTVII.	illio.				IOIA	<u> </u>
1425 - 0	2551				CEDY	TOP.	•
	20 51 20 51				SERV	ICE	
	wose wose				\D		
	4 1 1			DEPTH OF JO		DECE	11/50
					K CHARGE		IVED
Danie					TAGE	$-^{@}_{@}$ SEP \dagger	8 20 06
9-14 / (V=12	A					(a) ————————————————————————————————————	
			· · · · · · · · · · · · · · · · · · ·	MILEAGE		;	
				MANIFOLD _		- KCCW	ICHITA
,				— MANIFOLD -		- KCCW	ICHITA
•				MANIFOLD		- KCCW	ICHITA
CHARGE TO:	DWEST	Est L	INC.	— MANIFOLD -		KCCW	ICHITA
•	DWEST	Est L	INC.	— MANIFOLD -		KCCW	ICHITA
CHARGE TO:	PWEST	<u> Oi</u> L	INC.	— MANIFOLD		KCCW	ICHITA
CHARGE TO:	PWEST	<u> Oi</u> L	INC.	— MANIFOLD	PLUG & FLOA	TOTAL	ICHITA
CHARGE TO:	PWEST	<u> Oi</u> L	INC.	— MANIFOLD		TOTAL	ICHITA
CHARGE TO:	PWEST	<u> Oi</u> L	INC.	— MANIFOLD	PLUG & FLOA	TOTAL	NT
CHARGE TO:	PWEST	<u> Oi</u> L	INC.	MANIFOLD	PLUG & FLOA	TOTAL	NT
CHARGE TO:	STAT	<u>Е</u>	INC.	MANIFOLD	PLUG & FLOA	TOTAL	NT
CHARGE TO: STREET CITY To Allied Cement	STAT	E	ZIP	MANIFOLD	PLUG & FLOA	TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL	NT
CHARGE TO: STREET CITY To Allied Cement You are hereby re	STAT	E	ZIP	MANIFOLD	PLUG & FLOA	TOTAL TO	NT
CHARGE TO: STREET CITY To Allied Cement You are hereby re and furnish cements	STAT	E	ZIP	MANIFOLD	PLUG & FLOA	TOTAL TO	NT
CHARGE TO: STREET CITY To Allied Cement You are hereby re and furnish cemer contractor to do w	STAT	EE ent cemper to asseted. Th	ZIP	MANIFOLD	PLUG & FLOA	TOTAL	NT
CHARGE TO: STREET CITY To Allied Cement You are hereby re and furnish cemer contractor to do we done to satisfaction	STAT	E	enting equipment sist owner or e above work was of owner agent or	MANIFOLD	PLUG & FLOA	TOTAL	NT
CHARGE TO: STREET CITY To Allied Cement You are hereby re and furnish cemer contractor to do we done to satisfactic contractor. I have	STAT	EE ent cemper to asted. The vision colerstand	enting equipment sist owner or e above work was of owner agent or the "TERMS AN	MANIFOLD	PLUG & FLOA	TOTAL	NT
CHARGE TO: STREET CITY To Allied Cement You are hereby re and furnish cemer contractor to do we done to satisfaction	STAT	EE ent cemper to asted. The vision colerstand	enting equipment sist owner or e above work was of owner agent or the "TERMS AN	MANIFOLD	PLUG & FLOA	TOTAL	NT
CHARGE TO: STREET CITY To Allied Cement You are hereby re and furnish cemer contractor to do we done to satisfactic contractor. I have	STAT	EE ent cemper to asted. The vision colerstand	enting equipment sist owner or e above work was of owner agent or the "TERMS AN	MANIFOLD	PLUG & FLOA	TOTAL TOTAL TOTAL TOTAL TOTAL	NT
CHARGE TO: STREET CITY To Allied Cement You are hereby re and furnish cemer contractor to do we done to satisfactic contractor. I have	STAT	EE ent cemper to asted. The vision colerstand	enting equipment sist owner or e above work was of owner agent or the "TERMS AN	MANIFOLD S TAX TOTAL CHAI	PLUG & FLOA	TOTAL TOTAL TOTAL TOTAL TOTAL	NT
CHARGE TO: STREET CITY To Allied Cement You are hereby re and furnish cemer contractor to do we done to satisfactic contractor. I have	STAT	EE ent cemper to asted. The vision colerstand	enting equipment sist owner or e above work was of owner agent or the "TERMS AN	MANIFOLD S TAX TOTAL CHAI	PLUG & FLOA	TOTAL TOTAL TOTAL TOTAL TOTAL	NT
CHARGE TO: STREET CITY To Allied Cement You are hereby re and furnish cemer contractor to do we done to satisfaction contractor. I have CONDITIONS" I	STAT	EE ent cemper to as ted. The vision colerstand reverse	enting equipment sist owner or e above work was of owner agent or the "TERMS AN side.	D TAX	PLUG & FLOA	TOTAL TOTAL TOTAL TOTAL TOTAL	NT
CHARGE TO: STREET CITY To Allied Cement You are hereby re and furnish cemer contractor to do we done to satisfactic contractor. I have	STAT	EE ent cemper to as ted. The vision colerstand reverse	enting equipment sist owner or e above work was of owner agent or the "TERMS AN side.	D TAX	PLUG & FLOA	TOTAL TOTAL TOTAL TOTAL TOTAL	NT

GENERAL TERMS AND CONDITIONS

DEFINITIONS: In these terms and conditions, "Allied" shall mean Allied Cementing Co., Inc., and "Customer" shall refer to the party identified by that term on the front of this contract. As applicable, "Job" relates to the services described on the front side of this contract, "merchandise" refers to the material described on the front of this contract and to any other materials, products, or supplies used, sold, or furnished under the requirements of this contract.

- —TERMS: Unless satisfactory credit has been established, "CUSTOMER" must tender full cash payment to "ALLIED" before the job is undertaken or merchandise is delivered. If satisfactory credit has been established, the terms of payment for the job and/or merchandise, including bulk cement, are net cash, payable in 30 days from the completion of the job and/or delivery of the merchandise. For all past due invoices, "CUSTOMER" agrees to pay interest on amounts invoiced at a rate of 18 percent per annum until paid. Notwithstanding the foregoing, in no event shall this Contract provide for interest exceeding the maximum rate of interest that "CUSTOMER" may agree to pay under applicable law. If any such interest should be provided for, it shall be and hereby is deemed to be a mistake, and this contract shall be automatically reformed to lower the rate of interest to the maximum legal contract rate, any amounts previously paid as excess interest shall be deducted from the amounts owing from the "CUSTOMER" or at the option of "ALLIED," refunded directly to "CUSTOMER." For purposes of this paragraph, ALLIED and CUSTOMER agree that KANSAS law shall apply. Any discounts granted with this contract are null and void if the charges are not paid when due.
- —ATTORNEY FEES: In any legal action or proceeding between the parties to enforce any of the terms of this Service Contract, or in any way pertaining to the terms of this Contract, the prevailing party shall be entitled to recover all expenses, including, but not limited to, a reasonable sum as and for attorney's fees.
- —PRICES AND TAXES: All merchandise listed in "ALLIED'S" current price schedule are F.O.B. ALLIED'S local station and are subject to change without notice. All prices are exclusive of any federal, state, local, or special taxes for the sale or use of the merchandise or services listed. The amount of taxes required to be paid by ALLIED shall be added to the quoted prices charged to CUSTOMER.
- —TOWING CHARGES: ALLIED will make a reasonable attempt to get to and from each job site using its own equipment. Should ALLIED be unable to do so because of poor or inadequate road conditions, and should it become necessary to employ a tractor or other pulling equipment to get to or from the job site, the tractor or pulling equipment will be supplied by CUSTOMER or, if furnished by ALLIED, will be charged to and paid by CUSTOMER.
- —PREPARATION CHARGES: If a job and/or merchandise is ordered and CUSTOMER cancels the order after preparation of a chemical solution or other material, CUSTOMER will pay ALLIED for the expenses incurred by ALLIED as a result of the cancellation
- —DEADHAUL, CHARGES: Unless otherwise specified on the front of this Contract, a deadhaul charge as set forth in ALLIED'S current price book will be charged each way for each service unit which is ordered by CUSTOMER but not used.
- —SERVICE CONDITIONS AND LIABILITIES: 1. ALLIED carries public liability and property damage insurance, but since there are so many uncertain and unknown conditions beyond ALLIED'S control, ALLIED shall not be liable for injuries to property or persons or for loss or damage arising from the performance of the job or delivery of the merchandise. Customer shall be responsible for and indemnify, defend, and hold harmless ALLIED, its officers, agents and employees, from and against any and all claims or suits for:
- (A) Damage to property or for bodily injury, sickness, disease, or death, brought by any person, including CUSTOMER and/or the well owner; and:
- (B) Oil spills, pollution, surface or sub-surface damage, injury to the well, reservoir loss, or damage arising from a well blowout arising out of or in connection with ALLIED'S performance of the job or furnishing of merchandise in accordance with this contract, unless such loss or damage is caused by the willful misconduct or gross negligence of ALLIED or its employees.
- 2. With respect to any of ALLIED'S tools, equipment, or instruments which are lost in the well or damaged when performing or attempting to perform the job or, in the case of marine operations, are lost or damaged at any time after delivery to the landing for CUSTOMER and before return to ALLIED at the landing, CUSTOMER shall either recover the lost item without cost to ALLIED or reimburse ALLIED the current replacement cost of the item unless the loss or damage results from the sole negligence of ALLIED or its employees.
- 3. ALLIED does not assume any liability or responsibility for damages or conditions resulting from chemical action in cements caused by contamination of water or other fluids.
- WARRANTIES: 1. ALLIED warrants all merchandise manufactured or furnished by it to be free from defects in material and workmanship under normal use and service when installed, and used, and/or serviced in the manner provided and intended. ALLIED'S obligation under this warranty is expressly limited to repair, replacement, or allowance for credit, at its option, for any merchandise which is determined by ALLIED to be defective. THIS IS THE SOLE WARRANTY OF ALLIED AND NO OTHER WARRANTY IS APPLICABLE, EITHER EXPRESS OR OTHERWISE IMPLIED, IN FACT OR IN LAW, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, CUSTOMER'S sole and only remedy with regard to any defective merchandise shall be the repair or replacement thereof or allowance for credit as herein provided, and ALLIED shall not be liable for any consequential, special, incidental, or punitive damages resulting from or caused by defective materials, products or supplies.
 - 2. More specifically:
- (A) Nothing in this contract shall be construed as a warranty by ALLIED of the success or the effectiveness of the result of any work done or merchandise used, sold, or furnished under this contract.
- (B) Nothing in this contract shall be construed as a warranty of the accuracy or correctness of any facts, information, or data furnished by ALLIED or any interpretation of tests, meter readings, chart information, analysis of research, or recommendations made by ALLIED, unless the inaccuracy or incorrectness is caused by the wilful misconduct or gross negligence of ALLIED or its employees in the preparation or furnishing of such facts, information or data.
- (C) Work done by ALLIED shall be under the direct supervision and control of the CUSTOMER or his agent and ALLIED will accomplish the job as an independent contractor and not as an employee or agent of the CUSTOMER.